

RECEIPT # 162679
 AMOUNT \$ 250.00
 SUMMONS ISSUED Y
 LOCAL RULE 4.1 Y
 WAIVER FORM Y
 MCF ISSUED Y
 BY DPTY. CLK. CMB
 DATE 3-11-05

UNITED STATES DISTRICT COURT
 DISTRICT OF MASSACHUSETTS

FILED
 IN CLERK'S OFFICE

CIVIL ACTION NO. 05-10468

U.S. DISTRICT COURT
 DISTRICT OF MASS.

XL SPECIALTY INSURANCE COMPANY,

Plaintiff,

v.

PLYMOUTH COUNTY COMMISSIONERS,

Defendants.

05 - 10468 IEG
COMPLAINT

MAGISTRATE JUDGE New Mag Judge

This suit arises from the failure of the owner of a public construction project to pay a contract balance to a surety that has fulfilled its obligations under performance and payment bonds it issued on behalf of a contractor. A claim for equitable subrogation, as well as a count based on a statutory right to interest on unpaid periodic payments, are alleged herein.

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PARTIES

1. Plaintiff XL Specialty Insurance Company ("XL") is an Illinois corporation authorized to issue surety bonds in the Commonwealth of Massachusetts, with its principal place of business in Philadelphia, Pennsylvania.

2. Defendants Plymouth County Commissioners (the "County") are the duly elected representatives of Plymouth County, a political subdivision of the Commonwealth of Massachusetts, with its principal place of business in Plymouth, Massachusetts.

JURISDICTION AND VENUE

3. This Court has jurisdiction over the subject matter of this case under 28 U.S.C. § 1332, as XL is a citizen of Illinois, the County is a citizen of Massachusetts, and more than \$75,000, exclusive of interest and costs, is in dispute.

4. Venue is proper in this District because the County has its principal place of business in Massachusetts.

GENERAL ALLEGATIONS

5. On or about December 11, 2003, the County entered into a construction contract (the "Contract") with Travi Construction Corporation ("Travi"), by which Travi was to serve as the general contractor for the construction of the new Plymouth County Land Records Management Facility in Plymouth, Massachusetts (the "Project") for a stipulated sum of \$5,100,000 (the "Contract Price"). A true and accurate copy of the Contract is attached at Tab A.

6. Approved change orders totaling \$229,615.41 increased the Contract Price to \$5,329,615.41 (the "Adjusted Contract Price").

7. In connection with the Contract, XL issued a Construction Performance Bond (the "Performance Bond") and a Construction Payment Bond (the "Payment Bond" and, together with the Performance Bond, the "Bonds") naming Travi as the bonded principal and identifying the County as the bond obligee. True and accurate copies of the Bonds are attached at Tab B.

8. By virtue of XL's issuance of the Bonds, XL acquired certain inchoate, equitable rights, including without limitation the right of subrogation.

9. On or about October 26, 2004, Travi executed and forwarded to the County a letter of voluntary default on the Project. A true and accurate copy of Travi's letter of voluntary default is attached at Tab C.

10. On or about November 24, 2004, the County made demand upon XL under the Performance Bond. A true and accurate copy of the County's demand letter is attached at Tab D.

11. In response to Travi's letter of voluntary default and the County's demand, XL elected to tender a completion contractor to the County in fulfillment of XL's obligations under the Performance Bond.

12. XL solicited bids from contractors interested in completing Travi's Project work. XL selected G&R Construction, Inc. ("G&R"), as the lowest responsible eligible bidder for the completion of the work and tendered and delivered to the County a Completion Agreement signed by G&R and new performance and payment bonds issued by a surety on behalf of G&R.

13. On or about January 9, 2005, the County entered into a Completion Agreement with G&R. A true and accurate copy of the Completion Agreement is attached at Tab E. G&R's price to complete Travi's Project work is \$2,558,000 ("G&R's Price").

14. To date, XL has made or committed to make payments under the Payment Bond to Travi's subcontractors in the amount of \$1,276,275.92 and has incurred other expenses in connection with the Payment Bond.

15. At the time of Travi's default, the County had paid Travi \$1,844,910.52 of its Adjusted Contract Price of \$5,329,615.41, leaving \$3,484,704.89 in undisbursed contract funds.

16. The County has asserted claims against Travi and XL for liquidated damages and other credits and charges amounting to \$160,855.52, liability for which XL does not dispute (the "Undisputed Adjustment Items").

17. The County has asserted claims against Travi and XL for liquidated damages and other credits and charges amounting to \$99,276.43, liability for which XL disputes (the "Disputed Items").

18. The County is holding a contract balance, after adjusting for the Undisputed Adjustment Items, G&R's Price and the Disputed Items, in the amount of \$666,572.94, calculated as follows:

ITEM	AMOUNT
ORIGINAL CONTRACT	\$ 5,100,000.00
APPROVED CHANGE ORDERS	\$229,615.41
PAID TO DATE	-\$1,844,910.52
UNDISPUTED ADJUSTMENT ITEMS	-\$160,855.52
G&R'S PRICE	-\$2,558,000
DISPUTED ITEMS	-\$99,276.43
ADJUSTED CONTRACT BALANCE	\$666,572.94

19. The County has no reason to withhold the \$666,572.94 Adjusted Contract Balance from XL.

20. Despite XL's repeated demands, the County has failed and refused to pay XL the \$666,572.94 Adjusted Contract Balance.

21. All conditions precedent to the maintenance of this action have been satisfied.

COUNT I
(Equitable Subrogation)

22. XL repeats and realleges paragraphs 1 through 21 above.

23. By virtue of the payments made by XL under the Payment Bond and XL's performance under the Performance Bond, XL, by the doctrine of equitable subrogation, has become entitled to receive the Adjusted Contract Balance of \$666,572.94.

COUNT II
(Interest On Payment Due XL Pursuant To M.G.L. c. 30, § 39K)

24. XL repeats and realleges paragraphs 1 through 23 above as if set forth in full herein.

25. At the time Travi executed its voluntary letter of default, it was due a periodic progress payment from the County in the amount of \$651,887.66. A true and accurate copy of

Travi's September 30, 2004 Application and Certificate for Payment ("Travi's Application for Payment") is attached at Tab F.

26. The County did not make payment of the \$651,887.66 to Travi within fifteen days after receipt of Travi's Application for Payment.

27. On or about October 26, 2004, Travi directed the County to make any and all payments due or to become due to Travi by joint check to Travi and XL. A true and accurate copy of Travi's letter of direction is attached hereto at Tab G.

28. To date, Travi's Application for Payment remains unpaid.

29. Pursuant to M.G.L. c. 30, § 39K, Travi is entitled to interest on its unpaid Application for Payment.

30. Interest through March 11, 2005, on \$651,887.66 calculated pursuant to M.G.L. c. 30, §39K amounts to \$16,306.05.

31. XL is subrogated to Travi's rights in undisbursed contract funds, including Travi's right to interest on its unpaid Application for Payment.

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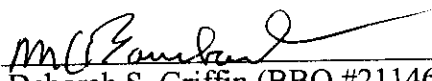
WHEREFORE, Plaintiff XL Specialty Insurance Company prays that this Court:

1. Enter judgment on COUNT I in XL's favor against Plymouth County in the amount of \$666,572.94, plus interest, fees and costs;
2. Enter judgment on COUNT II in XL's favor against Plymouth County in the amount of \$16,306.05, plus interest, fees and costs; and
3. Enter such further relief as the Court deems just and proper.

XL SPECIALTY INSURANCE COMPANY

By its attorneys,

HOLLAND & KNIGHT LLP

By: 
Deborah S. Griffin (BBO #211460)
Matthew C. Bouchard (BBO #651490)
10 St. James Avenue
Boston, MA 02116
Tel. (617) 523-2700

Date: March 11, 2005

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05 - 10468 NG

UNITED STATES DISTRICT COURT
DISTRICT OF MASSACHUSETTSFILED
CLERK'S OFFICE

1. Title of case (name of first party on each side only) XL Specialty Insurance Company vs. Plymouth County Commissioners
2. Category in which the case belongs based upon the numbered nature of suit code listed on the civil cover sheet. (See local rule 40.1(a)(1)).
- ☐ I. 160, 410, 470, R.23, REGARDLESS OF NATURE OF SUIT.
- ☐ II. 195, 196, 368, 400, 440, 441-446, 540, 550, 555, 625, 710, 720, 730, 740, 790, 791, 820*, 830*, 840*, 850, 890, 892-894, 895, 950. *Also complete AO 120 or AO 121 for patent, trademark or copyright cases
- ☒ III. 110, 120, 130, 140, 151, 190, 210, 230, 240, 245, 290, 310, 315, 320, 330, 340, 345, 350, 355, 360, 362, 365, 370, 371, 380, 385, 450, 891.
- ☐ IV. 220, 422, 423, 430, 460, 480, 490, 610, 620, 630, 640, 650, 660, 690, 810, 861-865, 870, 871, 875, 900.
- ☐ V. 150, 152, 153.
3. Title and number, if any, of related cases. (See local rule 40.1(g)). If more than one prior related case has been filed in this district please indicate the title and number of the first filed case in this court.
4. Has a prior action between the same parties and based on the same claim ever been filed in this court?
YES ☐ NO ☒
5. Does the complaint in this case question the constitutionality of an act of congress affecting the public interest? (See 28 USC §2403)
YES ☐ NO ☒
If so, is the U.S.A. or an officer, agent or employee of the U.S. a party?
YES ☐ NO ☐
6. Is this case required to be heard and determined by a district court of three judges pursuant to title 28 USC §2284?
YES ☐ NO ☒
7. Do all of the parties in this action, excluding governmental agencies of the united states and the Commonwealth of Massachusetts ("governmental agencies"), residing in Massachusetts reside in the same division? - (See Local Rule 40.1(d)).
YES ☒ NO ☐
- A. If yes, in which division do all of the non-governmental parties reside?
Eastern Division ☒ Central Division ☐ Western Division ☐
- B. If no, in which division do the majority of the plaintiffs or the only parties, excluding governmental agencies, residing in Massachusetts reside?
Eastern Division ☐ Central Division ☐ Western Division ☐
8. If filing a Notice of Removal - are there any motions pending in the state court requiring the attention of this Court? (If yes, submit a separate sheet identifying the motions)
YES ☐ NO ☐

(PLEASE TYPE OR PRINT)

ATTORNEY'S NAME Deborah S. Griffin and Matthew C. Bouchard

ADDRESS Holland & Knight LLP, 10 St. James Ave., Boston, MA 02116

TELEPHONE NO. (617) 523-2700

(CategoryForm.wpd - 2/15/05)

CIVIL COVER SHEET

JS 44 (Rev. 11/04)

The JS 44 civil cover sheet and the information contained herein neither replace nor supplement the filing and service of pleadings or other papers as required by law, except as provided by local rules of court. This form, approved by the Judicial Conference of the United States in September 1974, is required for the use of the Clerk of Court for the purpose of initiating the civil docket sheet. (SEE INSTRUCTIONS ON THE REVERSE OF THE FORM.)

I. (a) PLAINTIFFS

XL Specialty Insurance Company(b) County of Residence of First Listed Plaintiff
(EXCEPT IN U.S. PLAINTIFF CASES)

(c) Attorney's (Firm Name, Address, and Telephone Number)
Deborah S. Griffin and Matthew C. Bouchard
Holland & Knight LLP, 10 St. James Avenue
Boston, MA 02116 (617) 523-2700

II. BASIS OF JURISDICTION (Place an "X" in One Box Only)

- ☐ 1 U.S. Government Plaintiff
☐ 2 U.S. Government Defendant
☐ 3 Federal Question (U.S. Government Not a Party)
☒ 4 Diversity (Indicate Citizenship of Parties in Item III)

DEFENDANTS

Plymouth County CommissionersCounty of Residence of First Listed Defendant
(IN U.S. PLAINTIFF CASES ONLY)

NOTE: IN LAND CONDEMNATION CASES, USE THE LOCATION OF THE LAND INVOLVED.

Attorneys (If Known) **Mark C. Balboni & Gildea, LLP**
126 Belmont St., Brockton, MA 02301-5209
(508) 586-1411

III. CITIZENSHIP OF PRINCIPAL PARTIES (Place an "X" in One Box for Plaintiff and One Box for Defendant)

- (For Diversity Cases Only)
- | | | | |
|---|--|---|--|
| Citizen of This State | PTF <input type="checkbox"/> 1 DEF <input checked="" type="checkbox"/> 1 | Incorporated or Principal Place of Business In This State | PTF <input type="checkbox"/> 4 DEF <input checked="" type="checkbox"/> 4 |
| Citizen of Another State | <input checked="" type="checkbox"/> 2 <input type="checkbox"/> 2 | Incorporated and Principal Place of Business In Another State | <input checked="" type="checkbox"/> 5 <input type="checkbox"/> 5 |
| Citizen or Subject of a Foreign Country | <input type="checkbox"/> 3 <input type="checkbox"/> 3 | Foreign Nation | <input type="checkbox"/> 6 <input type="checkbox"/> 6 |

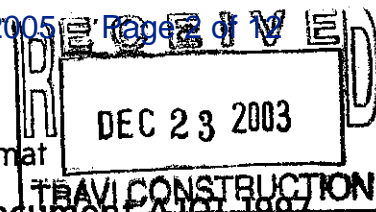
IV. NATURE OF SUIT (Place an "X" in One Box Only)

CONTRACT	PERSONAL INJURY	FORFEITURE/PENALTY	BANKRUPTCY	OTHER STATUTES
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Veterans) <input type="checkbox"/> 153 Recovery of Overpayment of Veteran's Benefits <input checked="" type="checkbox"/> 160 Stockholders' Suits <input type="checkbox"/> 190 Other Contract <input type="checkbox"/> 195 Contract Product Liability <input type="checkbox"/> 196 Franchise	<input type="checkbox"/> 310 Airplane <input type="checkbox"/> 315 Airplane Product Liability <input type="checkbox"/> 320 Assault, Libel & Slander <input type="checkbox"/> 330 Federal Employers' Liability <input type="checkbox"/> 340 Marine <input type="checkbox"/> 345 Marine Product Liability <input type="checkbox"/> 350 Motor Vehicle <input type="checkbox"/> 355 Motor Vehicle Product Liability <input type="checkbox"/> 360 Other Personal Injury	<input type="checkbox"/> 362 Personal Injury - Med. 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**TAB A TO
THE COMPLAINT**

1997 Edition -Electronic Format

AIA Document A101-1997



Standard Form of Agreement Between Owner and Contractor where the basis of payment is a STIPULATED SUM

AGREEMENT made as of the eleventh day of December in the year of 2003
(In words, indicate day, month and year)

BETWEEN the Owner:

(Name, address and other information)

Plymouth County Commissioners

South Russell Street

Plymouth MA 02361

and the Contractor:

(Name, address and other information)

Travi Construction Corporation

70 Accord Park Drive

Norwell MA 02061

The Project is:

(Name and location)

Plymouth County Land Records Facility

50 Obery Street

Plymouth MA 02361

The Architect is:

(Name, address and other information)

TBA Architects Inc.

241 Crescent Street

Waltham MA 02453

The Owner and Contractor agree as follows.

ARTICLE 1 THE CONTRACT DOCUMENTS

The Contract Documents consist of this Agreement, Conditions of the Contract (General, Supplementary and other Conditions), Drawings, Specifications, Addenda issued prior to execution of this Agreement, other documents listed in this Agreement and Modifications issued after execution of this Agreement; these form the Contract, and are as fully a part of the Contract as if attached to this Agreement or repeated herein. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations or agreements, either written or oral. An enumeration of the Contract Documents, other than Modifications, appears in Article 8.



ARTICLE 2 THE WORK OF THIS CONTRACT

The Contractor shall fully execute the Work described in the Contract Documents, except to the extent specifically indicated in the Contract Documents to be the responsibility of others.

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ARTICLE 3 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

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3.1 The date of commencement of the Work shall be the date of this Agreement unless a different date is stated below or provision is made for the date to be fixed in a notice to proceed issued by the Owner.

(Insert the date of commencement if it differs from the date of this Agreement or, if applicable, state that the date will be fixed in a notice to proceed.)

If, prior to the commencement of the Work, the Owner requires time to file mortgages, mechanic's liens and other security interests, the Owner's time requirement shall be as follows:

3.2 The Contract Time shall be measured from the date of commencement.

3.3 The Contractor shall achieve Substantial Completion of the entire Work not later than three hundred and sixty-five consecutive calendar days from the date of commencement, or as follows:

(Insert number of calendar days. Alternatively, a calendar date may be used when coordinated with the date of commencement. Unless stated elsewhere in the Contract Documents, insert any requirements for earlier Substantial Completion of certain portions of the Work.)

, subject to adjustments of this Contract Time as provided in the Contract Documents.

(Insert provisions, if any, for liquidated damages relating to failure to complete on time or for bonus payments for early completion of the Work.)

Contractor shall pay as liquidated damages the sum of one thousand dollars (\$1,000.00) for each consecutive calendar day thereafter.

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This document has been approved and endorsed by The Associated General Contractors of America.

ARTICLE 4 CONTRACT SUM

4.1 The Owner shall pay the Contractor the Contract Sum in current funds for the Contractor's performance of the Contract. The Contract Sum shall be five million one hundred thousand Dollars (\$ 5,100,000.00), subject to additions and deductions as provided in the Contract Documents.

4.2 The Contract Sum is based upon the following alternates, if any, which are described in the Contract Documents and are hereby accepted by the Owner:

(State the numbers or other identification of accepted alternates. If decisions on other alternates are to be made by the Owner subsequent to the execution of this Agreement, attach a schedule of such other alternates showing the amount for each and the date when that amount expires)

4.3 Unit prices, if any, are as follows:

ARTICLE 5 PAYMENTS

5.1 PROGRESS PAYMENTS

5.1.1 Based upon Applications for Payment submitted to the Architect by the Contractor and Certificates for Payment issued by the Architect, the Owner shall make progress payments on account of the Contract Sum to the Contractor as provided below and elsewhere in the Contract Documents.

5.1.2 The period covered by each Application for Payment shall be one calendar month ending on the last day of the month, or as follows:

Applications for Payment shall be through the twenty-second day of the month.

5.1.3 Provided that an Application for Payment is received by the Architect not later than the twenty-second day of a month, the Owner shall make payment to the Contractor not later



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than the seventh day of the subsequent month. If an Application for Payment is received by the Architect after the application date fixed above, payment shall be made by the Owner not later than fifteen days after the Architect receives the Application for Payment.

5.1.4 Each Application for Payment shall be based on the most recent schedule of values submitted by the Contractor in accordance with the Contract Documents. The schedule of values shall allocate the entire Contract Sum among the various portions of the Work. The schedule of values shall be prepared in such form and supported by such data to substantiate its accuracy as the Architect may require. This schedule, unless objected to by the Architect, shall be used as a basis for reviewing the Contractor's Applications for Payment.

5.1.5 Applications for Payment shall indicate the percentage of completion of each portion of the Work as of the end of the period covered by the Application for Payment.

5.1.6 Subject to other provisions of the Contract Documents, the amount of each progress payment shall be computed as follows:

- .1 Take that portion of the Contract Sum properly allocable to completed Work as determined by multiplying the percentage completion of each portion of the Work by the share of the Contract Sum allocated to that portion of the Work in the schedule of values, less retainage of five percent (5.0 %). Pending final determination of cost to the Owner of changes in the Work, amounts not in dispute shall be included as provided in Subparagraph 7.3.8 of AIA Document A201-1997.
- .2 Add that portion of the Contract Sum properly allocable to materials and equipment delivered and suitably stored at the site for subsequent incorporation in the completed construction (or, if approved in advance by the Owner, suitably stored off the site at a location agreed upon in writing), less retainage of five percent (5.0 %);
- .3 Subtract the aggregate of previous payments made by the Owner; and
- .4 Subtract amounts, if any, for which the Architect has withheld or nullified a Certificate for Payment as provided in Paragraph 9.5 of AIA Document A201-1997.

5.1.7 The progress payment amount determined in accordance with Subparagraph 5.1.6 shall be further modified under the following circumstances:

- .1 Add, upon Substantial Completion of the Work, a sum sufficient to increase the total payments to the full amount of the Contract Sum, less such amounts as the Architect shall determine for incomplete Work, retainage applicable to such work and unsettled claims; and
(Subparagraph 9.8.5 of AIA Document A201-1997 requires release of applicable retainage upon Substantial Completion of Work with consent of surety, if any.)
- .2 Add, if final completion of the Work is thereafter materially delayed through no fault of the Contractor, any additional amounts payable in accordance with Subparagraph 9.10.3 of AIA Document A201-1997.

5.1.8 Reduction or limitation of retainage, if any, shall be as follows:

(If it is intended, prior to Substantial Completion of the entire Work, to reduce or limit the retainage resulting from the percentages inserted in Clauses 5.1.6.1 and 5.1.6.2 above, and this is not explained elsewhere in the Contract Documents, insert here provisions for such reduction or limitation.)

per the provisions of MGL chapter 30 section 39K.

5.1.9 Except with the Owner's prior approval, the Contractor shall not make advance payments to suppliers for materials or equipment which have not been delivered and stored at the site.

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5.2 FINAL PAYMENT

5.2.1 Final payment, constituting the entire unpaid balance of the Contract Sum, shall be made by the Owner to the Contractor when:

- .1 the Contractor has fully performed the Contract except for the Contractor's responsibility to correct Work as provided in Subparagraph 12.2.2 of AIA Document A201-1997, and to satisfy other requirements, if any, which extend beyond final payment; and
- .2 a final Certificate for Payment has been issued by the Architect.

5.2.2 The Owner's final payment to the Contractor shall be made no later than 30 days after the issuance of the Architect's final Certificate for Payment, or as follows:

ARTICLE 6 TERMINATION OR SUSPENSION

6.1 The Contract may be terminated by the Owner or the Contractor as provided in Article 14 of AIA Document A201-1997.

6.2 The Work may be suspended by the Owner as provided in Article 14 of AIA Document A201-1997.

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ARTICLE 7 MISCELLANEOUS PROVISIONS

7.1 Where reference is made in this Agreement to a provision of AIA Document A201-1997 or another Contract Document, the reference refers to that provision as amended or supplemented by other provisions of the Contract Documents.

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7.2 Payments due and unpaid under the Contract shall bear interest from the date payment is due at the rate stated below, or in the absence thereof, at the legal rate prevailing from time to time at the place where the Project is located.
(Insert rate of interest agreed upon, if any.)

Usury laws and requirements under the Federal Truth in Lending Act, similar state and local consumer credit laws and other regulations at the Owner's and Contractor's principal places of business, the location of the Project and elsewhere may affect the validity of this provision. Legal advice should be obtained with respect to deletions or modifications, and also regarding requirements such as written disclosures or waivers.)

7.3 The Owner's representative is:

(Name, address and other information)

Ronald Poliseno
Plymouth County Registry of Deeds Office
150 Braemoor Road
Brockton, MA 02301

a copy of all correspondence to the Owner's representative shall also be sent to:

John Buckley, Jr., Register
Registry of Deeds Office
North Russell Street
Plymouth MA 02361

7.4 The Contractor's representative is:

(Name, address and other information)

Peter Travi
Travi Construction Corporation



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70 Accord Park Drive
Norwell MA 02061

7.5 Neither the Owner's nor the Contractor's representative shall be changed without ten days written notice to the other party.

7.6 Other provisions:

ARTICLE 8 ENUMERATION OF CONTRACT DOCUMENTS

8.1 The Contract Documents, except for Modifications issued after execution of this Agreement, are enumerated as follows:

8.1.1 The Agreement is this executed 1997 edition of the Standard Form of Agreement Between Owner and Contractor, AIA Document A101-1997.

8.1.2 The General Conditions are the 1997 edition of the General Conditions of the Contract for Construction, AIA Document A201-1997.

8.1.3 The Supplementary and other Conditions of the Contract are those contained in the Project Manual dated August 27, 2003, and are as follows:

Document	Title	Pages
<u>00701</u>	<u>General Conditions – AIA A201 1997</u>	<u>44 *</u>
<u>00811</u>	<u>Supplementary Conditions</u>	<u>25</u>
<u>00850</u>	<u>Excerpts from Applicable Mass General Laws</u>	<u>11</u>
<u>00851</u>	<u>Massachusetts Prevailing Wage Rates</u>	<u>12</u>
<u>00852</u>	<u>Responsible Employer Policy</u>	<u>3</u>

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8.1.4 The Specifications are those contained in the Project Manual dated as in Subparagraph 8.1.3, and are as follows:
(Either list the Specifications here or refer to an exhibit attached to this Agreement.)

Section	Title	Pages
<u>00010</u>	<u>Table of Contents</u>	<u>4</u>
<u>01100</u>	<u>Summary of the Work</u>	<u>4</u>
<u>01200</u>	<u>Price and Payment Procedures</u>	<u>5</u>
<u>01300</u>	<u>Administrative Requirements</u>	<u>6</u>
<u>01323</u>	<u>Network Analysis Schedules</u>	<u>5</u>
<u>01330</u>	<u>Submittal Procedures</u>	<u>5</u>
<u>01400</u>	<u>Quality Requirements</u>	<u>5</u>
<u>01500</u>	<u>Temporary Facilities and Controls</u>	<u>14</u>
<u>01600</u>	<u>Product Requirements</u>	<u>5</u>
<u>01700</u>	<u>Execution Requirements</u>	<u>10</u>
<u>02060</u>	<u>Building Demolition</u>	<u>6</u>
<u>02110</u>	<u>Site Clearing</u>	<u>4</u>
<u>02140</u>	<u>Dewatering</u>	<u>2</u>
<u>02160</u>	<u>Excavation Support Systems</u>	<u>3</u>
<u>02200</u>	<u>Earthwork</u>	<u>12</u>
<u>02276</u>	<u>General Environmental Controls</u>	<u>7</u>
<u>02498</u>	<u>Restoration of Disturbed Areas</u>	<u>2</u>
<u>02500</u>	<u>Walkways</u>	<u>4</u>
<u>02511</u>	<u>Hot Mix Asphalt Paving</u>	<u>8</u>



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02665	Water System		8
02685	Gas Distributic. Systems		12
02700	Sewers, Drains and Appurtenances		14
02800	Site Improvements		2
02920	Traffic Signs		2
02930	Lawns		11
02950	Planting		8
03200	Concrete Reinforcement		7
03300	Cast in Place Concrete		12
04001	Masonry Filed	Filed Sub-	4
		Bid	
04100	Masonry Mortar and Grout	4001	4
04813	Veneer Masonry Assemblies	4001	10
05101	Miscellaneous and Ornamental Iron	Filed Sub-	4
		Bid	
05100	Structural Metals		10
05200	Steel Joists		7
05300	Metal Decking		8
05400	Cold Formed Metal Frame		8
05500	Metal Fabrications	5101	8
05510	Metal Stairs and Ladders	5101	6
06100	Rough Carpentry		6
06114	Wood Blocking and Curbing		4
06200	Finish Carpentry		8
06410	Custom Cabinets		12
07101	Waterproofing, Damp-proofing &	Filed Sub-	4
	Caulking	Bid	
07110	Damp-proofing	7101	4
07201	Roofing and Flashing	Filed Sub-	4
		Bid	
07212	Board Insulation		6
07260	Vapor Barriers	7101	2
07270	Air Barriers	7101	4
07311	Fiberglass Shingles	7201	4
07533	Single-Ply Roofing - Mechanically	7201	8
	Attached		
07620	Flashing	7201	6
07840	Firestopping		4
07900	Joint Sealers	7101	6
08101	Metal Windows	Filed Sub-	4
		Bid	
08110	Steel Doors and Frames		5
08212	Wood Doors		6
08216	Stile and Rail Wood Doors		4
08310	Access Doors and Panels		4
08334	Overhead Coiling Grilles		6
08410	Metal Storefronts	8101	10
08520	Aluminum Windows	8101	10
08710	Door Hardware		8
08800	Glazing	Filed Sub-	10
		Bid	
08911	Glazed Curtain Wall	8101	10
08950	Translucent Roof Assemblies		10
09111	Non-Load Bearing Metal Framing		8
	System		
09220	Portland Cement Plaster		6

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09260	<u>Gypsum Board Assemblies</u>		6
09261	<u>Gypsum Sheathing</u>		4
09290	<u>Gypsum Fabrications</u>		8
09511	<u>Acoustical Ceilings</u>	Filed Sub-Bid	8
09548	<u>Luminous Ceilings</u>		6
09643	<u>Wood Flooring – Adhesive Applied</u>		6
09650	<u>Resilient Flooring</u>	Filed Sub-Bid	8
09686	<u>Sheet Carpet</u>		4
09720	<u>Vinyl Wall Covering</u>		6
09900	<u>Paints and Coatings</u>	Filed Sub-Bid	12
10165	<u>Plastic Laminate Toilet Compartments</u>		4
10211	<u>Fixed Metal Louvers</u>		4
10508	<u>Metal Wardrobe Lockers</u>		2
10522	<u>Fire Extinguisher Cabinets and Accessories</u>		3
10552	<u>Mail Boxes</u>		4
10800	<u>Toilet, and Bath Accessories</u>		4
13851	<u>Fire Detection and Alarm System</u>	16102	18
13852	<u>Security Detection and Alarm System</u>	16102	18
14245	<u>Hydraulic Passenger Elevators</u>	Filed Sub-Bid	18
15000	<u>Basic Mechanical Requirements</u>	15300.	18
		15400.	
		15500	
15080	<u>Mechanical Insulation</u>	15400.	10
		15500	
15150	<u>Water Treatment</u>	15500	8
15300	<u>Fire Protection</u>	Filed Sub-Bid	19
15400	<u>Plumbing</u>	Filed Sub-Bid	34
15500	<u>Heating, Ventilating and Air Conditioning</u>	Filed Sub-Bid	42
15800	<u>Ductwork and Ductwork Accessories</u>	15500	14
15900	<u>Automatic Temperature Controls</u>	15500	19
15950	<u>Testing, Adjusting, and Balancing</u>	15500	10
16102	<u>Electrical Work</u>	Filed Sub-Bid	36
16102a	<u>A - Electrical Abbreviations</u>	16102	2
16102b	<u>B - Electrical Load Summary by Load Type</u>	16102	1
16102c	<u>C - Room/Space SQFT Electrical Load</u>	16102	16
16102d	<u>D - Electrical Devices Summary</u>	16102	2
16102e	<u>E - Electrical Equipment By Room</u>	16102	59
16400	<u>Low Voltage Distribution</u>	16102	14
16400a	<u>A - Electrical Panel Position Summary</u>	16102	6
16400b	<u>B - Electrical Panel Schedules</u>	16102	40
16490	<u>Low Voltage Components and Accessories</u>	16102	15
16500	<u>Lighting</u>	16102	12
16500a	<u>A - Lighting Fixture Schedules</u>	16102	7
16500b	<u>B - Fixture Type Summary</u>	16102	2
	<u>Geotechnical Engineering Report</u>		49 *

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1735 New York Avenue, N.W.
Washington, D.C. 20006-5292

8.1.5 The Drawings are as follows, and are dated August 27, 2003 unless a different date is shown below:
(Either list the Drawings here or refer to an exhibit attached to this Agreement.)

Number	Title	Date
<u>G-0.01</u>	<u>Cover Sheet</u>	
<u>G-0.02</u>	<u>List of Abbreviations & Legend of Symbols</u>	
<u>G-0.03</u>	<u>Code Analysis</u>	
<u>C1.1</u>	<u>Site Demolition, Erosion Control & Boring Plan</u>	
<u>C1.2</u>	<u>Site Plan</u>	<u>Sept. 29, 2003</u>
<u>C3.1</u>	<u>Site Details I</u>	<u>Sept. 29, 2003</u> <i>Page</i>
<u>C3.2</u>	<u>Site Details II</u>	
<u>A-1.01</u>	<u>Architectural Foundation Plan</u>	<u>Sept. 29, 2003</u>
<u>A-1.02</u>	<u>Ground Floor Plan</u>	<u>Sept. 29, 2003</u>
<u>A-1.03</u>	<u>Second Floor Plan</u>	<u>Sept. 29, 2003</u>
<u>A-1.04</u>	<u>Plenum Plan</u>	<u>Sept. 29, 2003</u>
<u>A-1.05</u>	<u>Roof Plan</u>	<u>Sept. 29, 2003</u>
<u>A-1.06</u>	<u>Ground Floor Reflected Ceiling Plan</u>	<u>Sept. 29, 2003</u>
<u>A-1.07</u>	<u>Second Floor Reflected Ceiling Plan</u>	<u>Sept. 29, 2003</u>
<u>A-1.08</u>	<u>Enlarged Public Lobby & Public Toilets & Lockers Plan</u>	<u>Sept. 29, 2003</u>
<u>A-1.09</u>	<u>Enlarged Main Hall & Unregistered Records Counter Plan</u>	<u>Sept. 29, 2003</u>
<u>A-1.10</u>	<u>Enlarged Land Court, Staff Break, Staff Entry & Support Areas Plan</u>	<u>Sept. 29, 2003</u>
<u>A-1.11</u>	<u>Enlarged Staff Offices, I.S. Area & Staff Support Areas Plan</u>	<u>Sept. 29, 2003</u>
<u>A-1.12</u>	<u>Enlarged Second Floor Plan</u>	<u>Sept. 29, 2003</u>
<u>A-2.01</u>	<u>South & East Exterior Building Elevations</u>	<u>Sept. 29, 2003</u>
<u>A-2.02</u>	<u>North & West Exterior Building Elevations</u>	<u>Sept. 29, 2003</u>
<u>A-2.03</u>	<u>Window, Curtainwall, Louver & Miscellaneous Components Schedule</u>	<u>Sept. 29, 2003</u>
<u>A-3.01</u>	<u>Longitudinal Building Sections A & B</u>	
<u>A-3.02</u>	<u>Transverse Building Sections C & D</u>	
<u>A-3.03</u>	<u>Transverse Building Sections E</u>	
<u>A-3.03A</u>	<u>Transverse Building Sections F</u>	
<u>A-3.04</u>	<u>Wall Sections A, B & C</u>	
<u>A-3.05</u>	<u>Wall Sections D & E</u>	
<u>A-3.06</u>	<u>Wall Sections F & G</u>	
<u>A-3.07</u>	<u>Wall Sections H, I & J</u>	
<u>A-3.08</u>	<u>Wall Sections K & L</u>	
<u>A-3.09</u>	<u>Wall Sections M & N</u>	
<u>A-3.10</u>	<u>Wall Sections O & P</u>	<u>Sept. 29, 2003</u>
<u>A-3.11</u>	<u>Wall Sections Q & R</u>	
<u>A-3.12</u>	<u>Wall Section S&T&Detail @ Monitor Roof, Eave, Louver & Transition to</u>	

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	<u>Lower Roof</u>	
A-3.13	<u>Exterior Section Details</u>	
A-3.14	<u>Exterior Section Details</u>	<u>Sept. 29, 2003</u>
A-3.15	<u>Exterior Plan Details</u>	
A-3.16	<u>Exterior Plan Details & Custom Brick Details</u>	
A-4.01	<u>Stairs A & B Layouts & Details</u>	
A-4.02	<u>Elevator Plan & Sections</u>	<u>Sept. 29, 2003</u>
A-5.01	<u>Interior Elevations</u>	<u>Sept. 29, 2003</u>
A-5.02	<u>Interior Finish Details</u>	<u>Sept. 29, 2003</u>
A-5.03	<u>Typical Recording Counter Sections</u>	<u>Sept. 29, 2003</u>
A-5.04	<u>Information Counter Sections</u>	<u>Sept. 29, 2003</u>
A-5.05	<u>Telephone Booths & Miscellaneous Counter Sections</u>	<u>Sept. 29, 2003</u>
A-5.06	<u>Partition Schedule & Door Details</u>	<u>Sept. 29, 2003</u>
A-5.07	<u>Door Schedule, Door & Frame Types & Miscellaneous Door Details</u>	<u>Sept. 29, 2003</u>
A-5.08	<u>Finish Schedule (Room) 903</u>	<u>Sept. 29, 2003</u>
S0.1	<u>General Notes</u>	
S1.1	<u>Structural Foundation Plan</u>	
S2.1	<u>Structural 2nd Floor & Low Roof Framing Plan</u>	<u>Sept. 29, 2003</u>
S2.2	<u>Structural Mid Roof Framing Plan</u>	<u>Sept. 29, 2003</u>
S2.3	<u>Structural High Roof Framing Plans</u>	<u>Sept. 29, 2003</u>
S3.1	<u>Bracing Elevations</u>	
S4.2	<u>Structural Steel Schedules</u>	
S5.1	<u>Concrete Details</u>	
S5.2	<u>Concrete Pier Details and Sections</u>	
S7.1	<u>Typical Steel Details</u>	
S7.2	<u>Steel Details Sheet 1</u>	
S7.3	<u>Steel Details Sheet 2</u>	<u>Sept. 29, 2003</u>
P1.1	<u>Plumbing Piping Ground Floor Plan</u>	<u>Sept. 29, 2003</u>
P1.2	<u>Plumbing Piping Second Floor Plan</u>	
P1.3	<u>Drains, Waste & Vents Ground Floor Plan</u>	<u>Sept. 29, 2003</u>
P1.4	<u>Drains, Waste & Vents Second Floor Plan</u>	<u>Sept. 29, 2003</u>
P1.5	<u>Plumbing Roof Plan</u>	<u>Sept. 29, 2003</u>
P6.1	<u>Plumbing Schedules & Legend</u>	<u>Sept. 29, 2003</u>
P6.2	<u>Plumbing Details</u>	<u>Sept. 29, 2003</u>
F1.1	<u>Fire Protection Ground Floor Plan</u>	
F1.2	<u>Fire Protection 2nd Floor Plan</u>	
F1.3	<u>Fire Protection 2nd Floor Plenum Plan</u>	
F6.1	<u>Fire Protection Legends and Details</u>	
M0.0	<u>Mechanical Legend</u>	
M1.1	<u>Mechanical Ground Floor Ductwork Plan</u>	
M1.2	<u>Mechanical 2nd Floor Ductwork Plan</u>	<u>Sept. 29, 2003</u>
M1.3	<u>Mechanical 2nd Floor Plenum Ductwork Plan</u>	<u>Sept. 29, 2003</u>
M1.4	<u>Mechanical Roof Plan</u>	
M2.1	<u>Mechanical Ground Floor Piping Plan</u>	
M2.2	<u>Mechanical 2nd Floor Piping Plan</u>	
M2.3	<u>Mechanical 2nd Floor Plenum Piping Plan</u>	
M6.1	<u>Mechanical Schedules I</u>	

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<u>M6.2</u>	<u>Mechanical Sched. -- 311</u>	
<u>M7.1</u>	<u>Mechanical Details</u>	
<u>M7.2</u>	<u>Mechanical Details & Sections</u>	
<u>E0.0</u>	<u>Electrical Power Legend, Notes & Symbols</u>	
<u>E1.0</u>	<u>Electrical Site Plan</u>	<u>Sept. 29, 2003</u>
<u>E1.1</u>	<u>Electrical Site Details Sheet 1</u>	
<u>E2.1</u>	<u>Electrical Ground Floor Power Plan</u>	<u>Sept. 29, 2003</u>
<u>E2.2</u>	<u>Electrical 2nd Floor Power Plan</u>	<u>Sept. 29, 2003</u>
<u>E2.3</u>	<u>Electrical 2nd Floor Plenum Power & Lighting Plan</u>	<u>Sept. 29, 2003</u>
<u>E2.4</u>	<u>Electrical Roof Power Plan</u>	
<u>E3.1</u>	<u>Electrical Ground Floor Lighting Plan</u>	<u>Sept. 29, 2003</u>
<u>E3.2</u>	<u>Electrical 2nd Floor Lighting Plan</u>	
<u>E5.1</u>	<u>Electrical Riser Diagram Sheet 1</u>	<u>Sept. 29, 2003</u>
<u>E5.2</u>	<u>Electrical Riser Diagram Sheet 2</u>	<u>Sept. 29, 2003</u>
<u>E6.1</u>	<u>Electrical Details Sheet 1</u>	

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8.1.6 The Addenda, if any, are as follows:

Number	Date	Pages
1	<u>22-Sep-03</u>	<u>1</u>
2	<u>29-Sep-03</u>	<u>68</u>
3	<u>2-Oct-03</u>	<u>10</u>
4	<u>8-Oct-03</u>	<u>2</u>
5	<u>9-Oct-03</u>	<u>1</u>
6	<u>17-Oct-03</u>	<u>11</u>

Portions of Addenda relating to bidding requirements are not part of the Contract Documents unless the bidding requirements are also enumerated in this Article 8.

8.1.7 Other documents, if any, forming part of the Contract Documents are as follows:

(List here any additional documents that are intended to form part of the Contract Documents. AIA Document A201-1997 provides that bidding requirements such as advertisement or invitation to bid, Instructions to Bidders, sample forms and the Contractor's bid are not part of the Contract Documents unless enumerated in this Agreement. They should be listed here only if intended to be part of the Contract Documents.)

<u>00020</u>	<u>Invitation to Bid</u>	<u>2</u>
<u>00200</u>	<u>Instructions to Bidders</u>	<u>6</u>
<u>00300</u>	<u>General Bid Form</u>	<u>9</u>
<u>00400</u>	<u>Sub-Bid Form</u>	<u>10</u>

This Agreement is entered into as of the day and year first written above and is executed in at least three original copies, of which one is to be delivered to the Contractor, one to the Architect for use in the administration of the Contract, and the remainder to the Owner.



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OWNER (Signature)

CONTRACTOR (Signature)

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Washington, D.C. 20006-5292

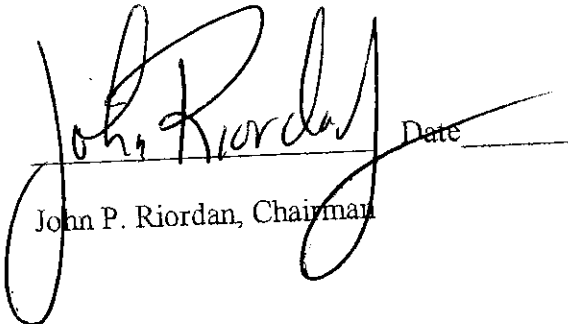
(Printed name and title)

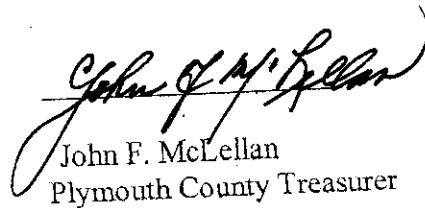
Peter V. Travi President
(Printed name and title)

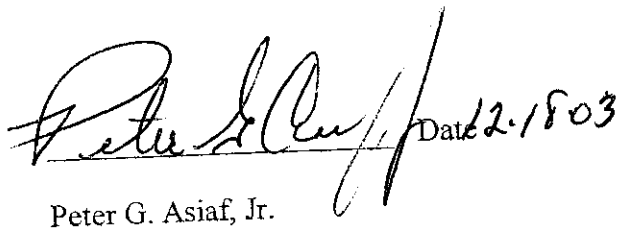
WITNESS the hand and seals of Travi Construction Corporation,
Peter V. Travi, President; The Plymouth County Commissioners; the
Plymouth County Register of Deeds, John R. Buckley, Jr., and the Plymouth
County Treasurer, John F. McLellan.

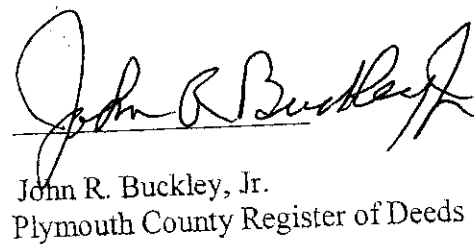
Plymouth County Commissioners

I hereby certify that the funds for
this contract have been appropriated.


John P. Riordan, Chairman

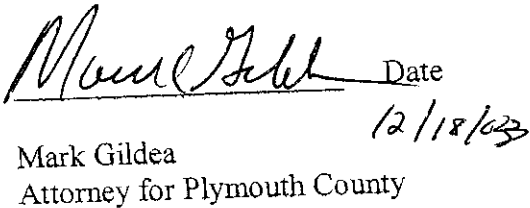

John F. McLellan
Plymouth County Treasurer


Peter G. Asiaf, Jr.

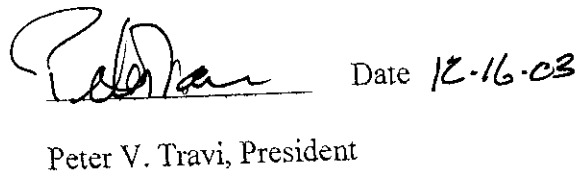

John R. Buckley, Jr.
Plymouth County Register of Deeds


Timothy J. McMullen

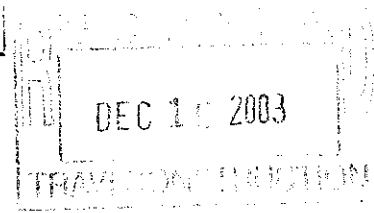
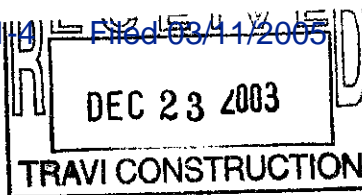
Approved as to form only,


Mark Gildea
Attorney for Plymouth County

Travi Construction Corporation


Peter V. Travi, President

**TAB B TO
THE COMPLAINT**

SECTION 00610

CONSTRUCTION PERFORMANCE BOND

Bond#SB0082194

KNOW ALL MEN BY THESE PRESENTS: That we Travi Construction Corporation
 70 Accord Park Drive, Norwell, MA (Name of Contractor)

a Corporation hereinafter called "Principal" and
 (Corporation, Partnership, Joint Venture or Individual)

XL Specialty Ins. Co. of Norwood State of MA hereinafter
 (Surety) (City)

called the "Surety" and licensed by the State Division of Insurance to do business under the laws of the Commonwealth of Massachusetts, are held and firmly bound to Plymouth County, hereinafter called "Owner", in the penal sum of Five Million One Hundred Thousand & 00/Cents Dollars (\$ 5,100,000) in lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators and successors, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION is such that Whereas, the Principal entered into a certain contract with the Owner, dated the _____ day of _____, 20____, a copy of which is hereto attached and made a part hereof for the construction described as follows: Plymouth County Land Records Facility, 50 Obery Street, Plymouth, MA

NOW, THEREFORE, if the Principal shall well, truly and faithfully perform its duties, all the undertakings, covenants, terms, conditions, and agreements of said contract during the original term thereof, and any extensions thereof which may be granted by the Owner, with or without notice to the Surety, and if he shall satisfy all claims and demands incurred under such contract, and shall fully indemnify and save harmless the Owner from all costs and damages which it may suffer by reason of failure to do so, and shall reimburse and repay the Owner all outlay and expense which the Owner may incur in making good any default, then this obligation shall be void; otherwise to remain in full force and effect.

PROVIDED, FURTHER, that the said Surety, for value received hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the contract or to the work to be performed thereunder or the specifications accompanying the same shall in any way affect its obligation on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of this contract or to the work or to the specifications.

PROVIDED, FURTHER, that no final settlement between the Owner and the Contractor shall abridge the right of any beneficiary hereunder, whose claim may be unsatisfied.

Plymouth County Land Records Facility
 Plymouth, MA

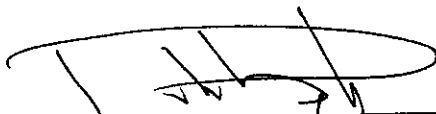
August 27, 2003


CONSTRUCTION PERFORMANCE BOND
 00610-1

IN WITNESS WHEREOF, this instrument is executed in ____ () counterparts, each one of which shall be deemed an original, this the _____ day of _____, 20__.

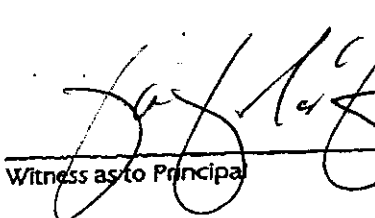
ATTEST:

Travi Construction Corporation
Principal


(Principal Secretary)

By 

70 Accord Park Drive
Norwell, MA 02061
(Address-Zip Code)

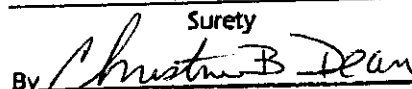
 (SEAL)
Witness as to Principal

(Address-Zip Code)

ATTEST:



XL Specialty Insurance Company

Surety
By 
(Attorney-in-Fact)

100 River Ridge Drive
Suite 200, Norwood, MA 02062
(Address-Zip Code)

 (SEAL)
Witness as to Surety

36 Cummings Park
Woburn, MA 01801
(Address-Zip Code)

**SURETY DISCLOSURE NOTICE CONCERNING
FEDERAL TERRORISM RISK INSURANCE ACT**
You should know that, effective November 26, 2002, the US Congress enacted the Terrorism Risk Insurance Act of 2002 (the "Act"). Under the Act, any covered losses caused by certified acts of terrorism would be partially reimbursed by the United States under a formula established by federal law. Under this formula, the United States pays 80% of covered terrorism losses exceeding the statutory established deductible paid by the insurance company providing the coverage. In accordance with this Act, we are providing this disclosure notice for bonds on which XL Specialty Insurance Company is the surety.
DISCLOSURE OF PREMIUM
The portion of the bond premium attributable to coverage for certified acts of terrorism under the Act is Zero Dollars (\$0.00).

NOTE: Date of Bond must not be prior to date of Contract. If Contractor is a Partnership, all partners should execute Bond.

Plymouth County Land Records Facility
Plymouth, MA

August 27, 2003

CONSTRUCTION PERFORMANCE BOND
00610 - 2

SECTION 00620

CONSTRUCTION PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS: That we Travi Construction Corporation
 70 Accord Park Drive, Norwell, MA (Name of Contractor)

a Corporation hereinafter called "Principal" and
 [Corporation, Partnership, Joint Venture or Individual]
 XL Specialty Insurance
 Company of Norwood State of MA hereinafter
 (Surety) (City)

called the "Surety" and licensed by the State Division of Insurance to do business under the laws of the Commonwealth of Massachusetts, are held and firmly bound to Plymouth County, hereinafter called "Owner", in the penal sum of Five Million One Hundred Thousand & 00/Cents Dollars (\$ 5,100,000) in lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators and successors, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION is such that Whereas, the Principal entered into a certain contract with the Owner, dated the _____ day of _____, 20____, a copy of which is hereto attached and made a part hereof for the construction described as follows: Plymouth County Land Records Facility 50 Obery St., Plymouth, MA 02361

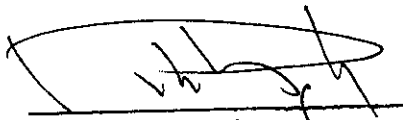
NOW, THEREFORE, If the Principal shall promptly make payment to all persons, firms, subcontractors, and corporations furnishing materials for or performing labor in the prosecution of the work provided for in such contract, and any authorized extension or modification thereof, including all amounts due for materials, lubricants, oil, gasoline, coal and coke, repairs on machinery, equipment and tools, consumed or used in connection with the construction of such work, and all insurance premiums on said work, and for all labor, performed in such work whether by subcontractor or otherwise, then this obligation shall be void; otherwise to remain in full force and effect.

PROVIDED, FURTHER, that the said Surety, for value received hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the contract or to the work to be performed thereunder or the specifications accompanying the same shall in any way affect its obligation on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of this contract or to the work or to the specifications.


PROVIDED, FURTHER, that no final settlement between the Owner and the Contractor shall abridge the right of any beneficiary hereunder, whose claim may be unsatisfied.

IN WITNESS WHEREOF, this instrument is executed in ____ () counterparts, each one of which shall be deemed an original, this the _____ day of _____, 20____

ATTEST:


(Principal Secretary)

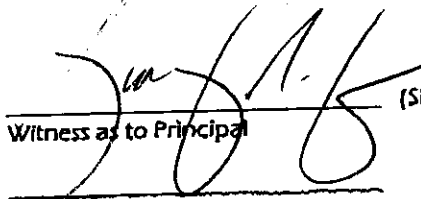
Travi Construction Corporation
Principal

By 

70 Accord Park Drive

Norwell, MA 02061

(Address-Zip Code)

 (SEAL)
Witness as to Principal

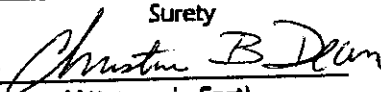
(Address-Zip Code)

ATTEST:



XL Specialty Insurance Company

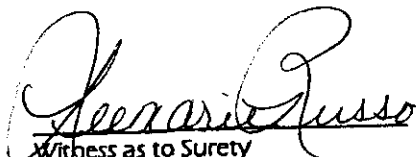
Surety

By 
(Attorney-in-Fact)

100 River Ridge Drive

Suite 200, Norwood, MA 02062

(Address-Zip Code)

 (SEAL)
Witness as to Surety

36 Cummings Park

Woburn, MA 01801

(Address-Zip Code)

**DISCLOSURE NOTICE CONCERNING
FEDERAL TERRORISM RISK INSURANCE ACT**
You should know that, effective November 26, 2002, the US Congress enacted the Terrorism Risk Insurance Act of 2002 (the "Act"). Under the Act, any covered losses caused by certified acts of terrorism would be partially reimbursed by the United States under a formula established by federal law. Under this formula, the United States pays 90% of covered terrorism losses exceeding the statutorily established deductible paid by the insurance company providing the coverage. In accordance with this Act, we are providing this disclosure notice for bonds on which XL Specialty Insurance Company is the surety.
DISCLOSURE OF PREMIUM
The portion of the bond premium attributable to coverage for certified acts of terrorism under the Act is Zero Dollars (\$0.00).

NOTE: Date of Bond must not be prior to date of Contract. If Contractor is a Partnership, all partners should execute Bond.

THIS IS NOT A BOND NUMBER
UNLIMITED POWER OF ATTORNEY

XLS 57723

XL SPECIALTY
AN XL CAPITAL COMPANY

KNOW ALL MEN BY THESE PRESENTS: That the XL SPECIALTY INSURANCE COMPANY, a corporation organized and existing by virtue of the laws of the State of Delaware ("Company" or "Corporation"), with offices at 25 Independence Blvd., Suite 103, Warren, New Jersey, 07059, does hereby nominate, constitute and appoint; **L. Robert DeSanctis, Gregory D. Juwa, James J. Axon, Michael F. Carney, Wilder Parks, Jr., Michael T. Gilbert, Adam W. DeSanctis, Christine B. Dean,** its true and lawful Attorney(s)-in-fact to make, execute, attest, seal and deliver for and on its behalf, as surety, and as its act and deed, where required, any and all bonds, undertakings, recognizances and written obligations in the nature thereof, the penal sum of no one of which is in any event to exceed \$UNLIMITED.00.

Such bonds and undertakings, when duly executed by the aforesaid Attorney(s)-in-fact shall be binding upon the said Company as fully and to the same extent as if such bonds and undertakings were signed by the President and Secretary of the Company and sealed with its corporate seal. This Power of Attorney is granted and is signed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of the Company on the 5th day of December, 1988:

"RESOLVED, That the President, or any Vice President of the Company or any person designated by any one of them is hereby authorized to execute Powers of Attorney qualifying the attorney named in the given Power of Attorney to execute in behalf of the Company, bonds, undertakings and all contracts of suretyship, and that any Secretary or any Assistant Secretary of the Company be, and that each or any of them hereby is authorized to attest the execution of any such Power of Attorney, and to attach thereto the Seal of the Company.

FURTHER RESOLVED, That the signature of such officers and the Seal of the Company may be affixed to any such Power of Attorney or to any certificate relating thereto by facsimile, and any such Power of Attorney or certificate bearing such facsimile signatures or facsimile seal shall be thereafter valid and binding upon the Company with respect to any bond, undertaking or contract of suretyship to which it is attached."

Bonds executed under this Power of Attorney may be executed under facsimile signature and seal pursuant to the following Resolution adopted by the Board of Directors of the Company on August 7, 1997:

"RESOLVED, That the signature of Nicholas M. Brown Jr., as President of this Corporation, and the seal of this Corporation may be affixed or printed on any and all bonds, undertakings, recognizances, or other written obligations thereof, on any revocation of any Power of Attorney, or on any certificate relating thereto, by facsimile, and any Power of Attorney, any revocation of any Power of Attorney, bonds, undertakings, recognizances, certificate or other written obligation, bearing such facsimile signature or facsimile seal shall be valid and binding upon the Corporation."

IN WITNESS WHEREOF, the XL SPECIALTY INSURANCE COMPANY has caused its corporate seal to be hereunto affixed, and these presents to be signed by its duly authorized officers this May 7th, 2003.

XL SPECIALTY INSURANCE COMPANY

Nicholas M. Brown, Jr.

PRESIDENT

BY

Commeant

Attest:

SECRETARY

STATE OF NEW JERSEY
COUNTY OF BERGEN

On this 7th day of May, 2003, before me personally came Nicholas M. Brown Jr. to me known, who, being duly sworn, did depose and say: that he is President of the Corporation described in and which executed the above instrument; that he knows the seal of said Corporation; that the seal affixed to the aforesaid instrument is such corporate seal and was affixed thereto by order and authority of the Board of Directors of said Company; and that he executed the said instrument by like order.

REBECCA CLAIRE KOLLHOFF

Notary Public
State of New Jersey

My Commission Expires 3/8/2007



Rebecca Kollhoff

NOTARY PUBLIC

STATE OF DELAWARE
COUNTY OF NEW CASTLE

I, Ben M. Llaneta, Secretary of the XL SPECIALTY INSURANCE COMPANY a corporation of the State of Delaware, do hereby certify that the above and forgoing is a full, true and correct copy of Power of Attorney issued by said Company, and that I have compared same with the original and that it is a correct transcript therefrom and of the whole of the original and that the said Power of Attorney is still in full force and effect and has not been revoked.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of said Company, at the City of Wilmington, this day of 20__.



SECRETARY

Commeant

This Power of Attorney may not be used to execute any bond with an inception date after May 7, 2007

This document is printed on a blue background

**TAB C TO
THE COMPLAINT**

Travi Construction Corporation

General Contractors

70 Accord Park Drive
Norwell, Massachusetts 02061
Telephone (781) 871-5160
Fax (781) 871-5938

October 26, 2004

Via Fax/US Mail

Mr. Ron Poliseno
Owner's Representative
150 Braemoor Road
Brockton, MA 02301

RE: Principal: Travi Construction Corporation
Project: Plymouth County Registry of Deeds
Obligee: Plymouth County Registry of Deeds
Surety: XL Surety
Subject: Voluntary Default

Dear Ron:

We regret to advise you that we are unable to complete the captioned project. We, accordingly, hereby irrevocably acknowledge that we are in default on said contract and waive any notice required under the contract documents.

We request that you discuss with our surety the matter of completing this project.

Sincerely,

Travi Construction Corporation By



Peter V. Travi, President

/pek

cc: Surety

**TAB D TO
THE COMPLAINT**

CLARK, BALBONI & GILDEA, LLP

OFFICE OF ROBERT G. CLARK, JR.

126 BELMONT ST., BROCKTON, MA 02301-5209

TEL. 508-586-1411

FAX 508-559-5066

ROBERT G. CLARK, III**
MARK C. GILDEA**
RICHARD M. LORD**
FAIN P. GILDEA**
TARA BEGLEY WEGENER*
JOHN L. KOWALSKI*
SUSAN J. ROMAN*

RHODE ISLAND OFFICE
72 SOUTH MAIN STREET
PROVIDENCE, RI 02903
TEL. (401) 751-1111
FAX (401) 751-1554

CAPE COD OFFICE
33 GREAT NECK ROAD SOUTH
P.O. BOX 1769
MASHPEE, MA 02649
TEL. (508) 477-5567
FAX (508) 477-5866

ROBERT G. CLARK, JR. (1923 - 1976)
FREDERICK H. BALBONI (1939 - 1996)
OF COUNSEL
EDWARD J. GILDEA
PHILIP A. ROLLINS

*MEMBER MASSACHUSETTS BAR
**MEMBER MASSACHUSETTS &
RHODE ISLAND BARS

Reply to: Brockton

November 24, 2004

By Fax (617) 523-6850
& Regular Mail

Deborah S. Griffin, Esq.
Holland & Knight
10 St. James Avenue
Boston, MA 02116

Re: *Plymouth County Land Records Facility*
Your Client: XL
Our Client: County of Plymouth

Dear Attorney Griffin:

This letter is intended to serve as a demand under XL's performance bond for the above project.

Very truly yours,

Mark C. Gildea

Mark C. Gildea

MCG/bcp

**TAB E TO
THE COMPLAINT**

COMPLETION AGREEMENT

THIS COMPLETION AGREEMENT (the "Completion Agreement") is entered into this 9th day of January, 2005, by and between the Plymouth County Commissioners (the "Owner") and G&R Construction, Inc. (the "Completion Contractor").

RECITALS:

WHEREAS, the Owner entered into a written contract dated December 11, 2003, (the "Original Contract"), with Travi Construction Corporation (the "Original Contractor") for construction work at a project identified as Plymouth County Land Records Facility, 50 Obery Street, Plymouth, MA (the "Project");

WHEREAS, the Original Contractor voluntarily defaulted or otherwise indicated its inability to perform the Project;

WHEREAS, the Owner and the Completion Contractor desire to enter into this Completion Agreement under the terms and conditions hereinafter set forth;

NOW, THEREFORE, the Owner and the Completion Contractor, for and in consideration of the mutual obligations and promises hereinafter set forth, do contract and agree as follows:

AGREEMENTS:

1. **Completion Agreement Documents.** This Completion Agreement consists of the terms and provisions contained herein and the Original Contract, including the Project Schedule, all General, Supplementary and Special Conditions, drawings, specifications, forms, addenda and documents forming a part of the Original Contract, and any modifications to the Original Contract (including Change Orders 1-4 thereto), all of which are incorporated herein by reference and which are hereinafter referred to collectively as the "Contract Documents."

2. **Strict Compliance.** The Completion Contractor shall be bound to the Owner by all of the terms and provisions of the Contract Documents, including administrative as well as technical provisions, and shall strictly comply therewith in all respects. The Owner and the Completion Contractor expressly acknowledge they shall be bound by all laws and regulations applicable to the construction of public buildings in the same manner as if the Completion Contractor had bid and been awarded the Original Contract.

3. **Work to be Performed.** The Completion Contractor shall furnish and pay for all labor, materials, services and equipment to perform and satisfactorily complete the Original Contract as required by the Contract Documents (the "Work"). The Work specifically includes, without limitation, the correction of all defects, if any, in the work performed by the Original Contractor. The Completion Contractor may perform the Work with the subcontractors described on Exhibit A.

4. **Time for the Performance of the Work.** Provided the Owner gives a Notice to Proceed no later than January 10, 2005, the Completion Contractor shall substantially complete all Work in accordance with the terms and conditions of the Contract Documents by May 31, 2005. Time is of the essence. Subject to allowable time extensions as provided under the terms of the Contract Documents if the Completion Contractor fails to complete the work under the Completion Agreement in the time allowed by this paragraph, the Completion Contractor is liable to the Owner for all liquidated damages under the Contract Documents on account of the Completion Contractor's failure to substantially complete the Work by the date of substantial completion set forth herein.

5. **Price.** The Owner shall pay to the Completion Contractor and the Completion Contractor agrees to receive and accept **\$2,558,000** (the "Price") as full compensation for the performance and completion of the Work as described in the Contract Documents. Future applications for payment shall be made based upon the Completion Contractor's schedule of values to be submitted for approval by the Owner within ten days of the date of this Agreement. The Price includes the cost of all corrective work performed by the Completion Contractor for the correction of defects, if any, in the work performed by the Original Contractor.

6. **Performance and Payment Bonds.** The Completion Contractor shall provide the Owner with Performance and Payment Bonds each in a penal sum equal to the Price in a form acceptable to the Owner prior to the Completion Contractor commencing work. The Completion Contractor's surety must be a commercial surety company currently listed with the U.S. Department of the Treasury and licensed to conduct business in the Commonwealth of Massachusetts.

7. **Whole Agreement.** This Completion Agreement contains the entire understandings and agreements of the parties hereto. All oral or written agreements prior to the effective date of this Completion Agreement and which relate to this Completion Agreement and the matters set forth herein are declared null and void. Any modification of this Completion Agreement must be made in writing and executed by the parties hereto.

8. **Interpretation.** In the event that there is any provision of this Completion Agreement which is inconsistent or conflicting with any other documents forming a part of this Completion Agreement, including but not limited to the Original Contract referred to herein, the terms and conditions of this Completion Agreement shall govern and control.

9. **Governing Law.** This Completion Agreement is executed pursuant to and governed by the laws of the Commonwealth of Massachusetts.

10. **Notice.** Any notice required to be made under the terms of this Completion Agreement shall be deemed made if either party transmits such notice via facsimile and first class mail, postage pre-paid, (unless the contract documents require or permit another mode of delivery) as follows:

As to the Completion Contractor:

G&R Construction, Inc. Att'n: Bob Morel
150 Wood Road, Suite 1000
Braintree, MA 02184
Fax: 781-849-9094
Telephone: 781-849-9093 ext. 106

As to the Owner:

Plymouth County Commissioners
South Russell Street
Plymouth, MA 02161
Fax no.: 508-830-9106
Telephone: 508-830-9100

With a copy to:

John R. Buckley, Jr.
Register of Deeds
Plymouth County
7 Russell Street
P.O. Box 3535
Plymouth, MA 02361
Fax no.: 508-830-9221

And:

Mark C. Gildea
Clark, Balboni & Gildea
126 Belmont Street
Brockton, MA 02301
Fax no.: 508-559-5066

11. **Construction of Contract.** This Completion Agreement shall be construed without regard to any presumption or other rule requiring that it be construed against the party causing this Completion Agreement, or any Exhibits hereto, to be drafted.

12. **Execution in Counterparts.** This Completion Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original.

IN WITNESS WHEREOF, the parties hereto have affixed their hands and seals to this Completion Agreement the day and year first set forth above, and the individuals who execute this Completion Agreement personally represent and warrant that they have full authority to execute this Completion Agreement on behalf of the respective parties.

WITNESS:

Mark C. Gildea

John R. Buckley, Jr.
John R. Buckley, Jr.
Register of Deeds

Plymouth County Commissioners

John T. [Signature]
Timothy J. McMulken

Dated: _____

Dated: 1/9/05

Approved as to form only:

Mark C. Gildea
Mark Gildea, Attorney for Plymouth County

WITNESS:

Mary L. Blackstone

G&R Construction, Inc.

By: Robert J. Morel Pres. (SEAL)

Name: Robert J. Morel

Title: President

Dated: January 6, 2005

EXHIBIT A
LIST OF PERMISSIBLE SUBCONTRACTORS

P.A. Landers, Inc.	Wilson & Wilson
Marguerite Concrete, inc.	Platinum Services Inc.
M. F. Construction	Unlimited Specialties, Inc.
Heritage Iron Works	Associated Elevator Companies
P.J. Spillane Co., Inc.	Marathon Fire Protection
Greenwood Industries	PJ Sullivan Co., Inc.
Overhead Door Co. of Boston	N.A. King Corp.
Chandler Architectural Products	
Thompson Company, Inc.	
Aluminum & Glass Concepts	
GNPB Construction LLC	

**TAB F TO
THE COMPLAINT**

APPLICATION AND CERTIFICATE FOR PAYMENT

INVOICE # 2209 (Revised from 10/14/04)

PAGE ONE OF PAGES

AIA DOCUMENT G702

TO OWNER: PLYMOUTH COUNTY
SOUTH RUSSELL STREET
PLYMOUTH, MA 02361

PROJECT: Plymouth County Land Record Facil APPLICATION NO: 00008

Distribution to:

PERIOD TO: 09/30/2004 ☐ OWNER

PROJECT NOS.: 50 Obery Street, P ☐ ARCHITECT
☐ CONTRACTOR

FROM CONTRACTOR: Travi Construction Corporation
70 Accord Park Drive
Norwell, MA 02061

VIA ARCHITECT: TBA Architects, Inc.

241 Crescent Street

Waltham, MA 02453

CONTRACT DATE:

*Travi hereby certifies that upon receipt of \$651,887.66, Travi in conjunction with the Surety XL, will make all payments to all legitimate subs for all amounts due and owed.

CONTRACT FOR:

CONTRACTOR'S APPLICATION FOR PAYMENT

Application is made for payment, as shown below, in connection with the contract Continuation Sheet, AIA Document G703, is attached.

1. ORIGINAL CONTRACT SUM \$5,100,000.00
2. Net change by Change Orders \$235,122.92
3. CONTRACT SUM TO DATE (Line 1 ± 2) \$5,335,122.92
4. TOTAL COMPLETED & STORED TO DATE \$2,720,840.19
(Column G on G703)

5. RETAINAGE:

- a. 5.000 % of Completed Work \$134,579.51
(Columns D + E on G703)
- b. 5.000 % of Stored Material \$1,462.50
(Columns F on G703)

Total Retainage (Line 5a + 5b or Total in Columns I on G703) \$136,042.01

6. TOTAL EARNED LESS RETAINAGE \$2,584,798.18
(Line 4 less Line 5 Total) Money to be escrowed for Ret

7. LESS PREVIOUS CERTIFICATES FOR PAYMENT \$1,844,910.52
(Line 6 from prior Certificate)

8. CURRENT PAYMENT DUE 651,887.66

9. BALANCE TO FINISH, INCLUDING RETAINAGE \$2,750,324.74
(Line 3 less Line 6)

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner	\$235,122.92	\$0.00
Total approved this Month	\$0.00	\$0.00
TOTALS	\$235,122.92	\$0.00
NET CHANGES by Change Order	\$235,122.92	



AIA DOCUMENT G702 • APPLICATION AND CERTIFICATE FOR PAYMENT • 1992 EDITION • AIA® • ©1992 • THE AMERICAN INSTITUTE OF ARCHITECTS, 1735 NEW YORK AVENUE, N.W., WASHINGTON, D.C. 20006-5292 • WARNING: Unlicensed photocopying violates U.S. copyright laws and will subject the violator to legal prosecution. This document has been reproduced electronically with the permission of The American Institute of Architects under License #7009 to Primavera Systems, Inc. Reproduction of this document without project - specific information is not permitted. Contact The American Institute of Architects to verify the current version of this document and license status.

G702-1992

ARCHITECT'S CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on on-site observations and the data comprising this application, the Architect certifies to the Owner that to the best of the Architect's knowledge, information and belief the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

AMOUNT CERTIFIED \$651,887.66

(Attach explanation if amount certified differs from the amount applied for. Initial all figures on this Application and on the Continuation Sheet that are changed to conform to the amount certified.)

ARCHITECT: TBA Architects

By: _____ Date: 11/19/2004

This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract.

CONTINUATION SHEET

AIA DOCUMENT G703

PAGE 1 OF 3 PAGES

AIA Document G702, APPLICATION AND CERTIFICATE FOR PAYMENT,

APPLICATION NO.: 00008

containing Contractor's signed Certification, is attached.

APPLICATION DATE:

In tabulations below, amounts are stated to the nearest dollar.

PERIOD TO: 09/30/2004

Use Column I on Contracts where variable retainage for line items may apply.

ARCHITECT'S PROJECT NO.: 50 Obery Street, Plymouth

A	B	C	D	E	F	G	H	I
ITEM NO.	DESCRIPTION OF WORK	SCHEDULED VALUE	WORK COMPLETED					
			FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD	MATERIALS PRESENTLY STORED (NOT IN D OR E)	TOTAL COMPLETED AND STORED TO DATE (D+E+F)	BALANCE TO FINISH (C - G)	RETAINAGE (IF VARIABLE) RATE
0000010	Bonds	\$47,351.00	\$47,351.00	\$0.00	\$0.00	\$47,351.00	\$0.00	\$2,367.55
0000020	Insurance	\$6,750.00	\$6,750.00	\$0.00	\$0.00	\$6,750.00	\$0.00	\$337.50
0000030	Mobilization	\$5,000.00	\$5,000.00	\$0.00	\$0.00	\$5,000.00	\$0.00	\$250.00
0000040	Building Permit	\$5,100.00	\$5,100.00	\$0.00	\$0.00	\$5,100.00	\$0.00	\$255.00
0000050	CPM Schedule & Submittals	\$8,000.00	\$3,040.00	\$0.00	\$0.00	\$3,040.00	\$4,960.00	\$152.00
0000060	General Conditions	\$429,428.00	\$163,182.64	\$55,825.64	\$0.00	\$219,008.28	\$210,419.72	\$10,950.39
0000070	Site Subcontractor	\$405,000.00	\$304,205.00	\$37,800.00	\$0.00	\$342,005.00	\$62,995.00	\$17,100.25
0000080	Paving & Curbs	\$106,756.00	\$0.00	\$58,715.80	\$0.00	\$58,715.80	\$48,040.20	\$2,935.79
0000090	Pavement Marking	\$1,500.00	\$0.00	\$0.00	\$0.00	\$0.00	\$1,500.00	\$0.00
0000100	Site Signs & Bollards	\$9,835.00	\$0.00	\$0.00	\$0.00	\$0.00	\$9,835.00	\$0.00
0000110	Landscaping	\$49,800.00	\$0.00	\$0.00	\$0.00	\$0.00	\$49,800.00	\$0.00
0000120	Brick Pavers	\$16,708.00	\$0.00	\$0.00	\$0.00	\$0.00	\$16,708.00	\$0.00
0000130	Site Concrete	\$16,597.00	\$0.00	\$0.00	\$0.00	\$0.00	\$8,597.00	\$400.00
0000140	Concrete - Footings & Walls	\$17,014.00	\$16,673.72	\$340.28	\$0.00	\$17,014.00	\$0.00	\$850.70
0000150	Concrete - Slabs & Stairs	\$32,583.00	\$28,953.00	\$0.00	\$0.00	\$28,953.00	\$3,630.00	\$1,447.65
0000160	Forming	\$51,050.00	\$49,518.50	\$0.00	\$0.00	\$49,518.50	\$1,531.50	\$2,475.93
0000170	Flatwork	\$41,800.00	\$40,546.00	\$0.00	\$0.00	\$40,546.00	\$1,254.00	\$2,027.30
0000180	Rebar	\$6,440.00	\$6,440.00	\$0.00	\$0.00	\$6,440.00	\$0.00	\$322.00
0000190	Concrete Accessories	\$21,565.00	\$21,133.70	\$0.00	\$0.00	\$21,133.70	\$431.30	\$1,056.69
0000200	Masonry	\$257,000.00	\$92,300.00	\$61,600.00	\$0.00	\$153,900.00	\$103,100.00	\$7,695.00
0000210	Structural Steel	\$321,203.00	\$309,778.94	\$0.00	\$0.00	\$309,778.94	\$11,424.06	\$15,488.95
0000220	Misc. Metals	\$258,000.00	\$242,980.00	\$0.00	\$9,250.00	\$252,230.00	\$5,770.00	\$12,611.50
0000230	Rough Carpentry	\$69,131.00	\$54,000.00	\$0.00	\$0.00	\$54,000.00	\$5,530.48	\$3,180.03
0000240	Finish Carpentry	\$175,355.00	\$0.00	\$0.00	\$0.00	\$0.00	\$175,355.00	\$0.00
0000250	Roofing	\$183,822.00	\$0.00	\$63,270.00	\$0.00	\$63,270.00	\$120,552.00	\$3,163.50
0000260	Waterproofing	\$107,854.00	\$32,356.20	\$29,689.30	\$0.00	\$62,045.50	\$45,808.50	\$3,102.28
0000270	Insulation	\$23,700.00	\$4,000.00	\$18,515.00	\$0.00	\$22,515.00	\$1,185.00	\$1,125.75
0000280	Fireproofing	\$2,500.00	\$0.00	\$0.00	\$0.00	\$0.00	\$2,500.00	\$0.00
0000290	Doors, Frames, Hardware	\$112,314.00	\$10,000.00	\$0.00	\$0.00	\$10,000.00	\$102,314.00	\$500.00
0000300	Coiling Door	\$3,190.00	\$0.00	\$0.00	\$0.00	\$0.00	\$3,190.00	\$0.00
0000310	Windows/Storefront	\$152,800.00	\$0.00	\$0.00	\$0.00	\$0.00	\$152,800.00	\$0.00
0000320	Glazing	\$39,784.00	\$0.00	\$0.00	\$0.00	\$0.00	\$39,784.00	\$0.00
0000330	Skylight	\$30,060.00	\$30,060.00	\$0.00	\$0.00	\$30,060.00	\$0.00	\$1,503.00
0000340	Drywall & Studs	\$461,729.00	\$203,160.76	\$60,360.00	\$0.00	\$263,520.76	\$198,208.24	\$13,176.04



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G703-1992

CONTINUATION SHEET

AIA DOCUMENT G703

PAGE 2 OF 3 PAGES

AIA Document G702, APPLICATION AND CERTIFICATE FOR PAYMENT,

containing Contractor's signed Certification, is attached.

In tabulations below, amounts are stated to the nearest dollar.

Use Column I on Contracts where variable retainage for line items may apply.

APPLICATION NO.: 00008

APPLICATION DATE:

PERIOD TO: 09/30/2004

ARCHITECT'S PROJECT NO.: 50 Obery Street, Plymouth

A ITEM NO.	B DESCRIPTION OF WORK	C SCHEDULED VALUE	D WORK COMPLETED		F MATERIALS STORED (NOT IN D OR E)	G TOTAL COMPLETED AND STORED TO DATE (D+E+F)	H BALANCE TO FINISH (C - G)	I RETAINAGE (IF VARIABLE) RATE
			FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD				
0000350	Acoustic Ceiling	\$48,800.00	\$0.00	\$0.00	\$0.00	\$0.00	\$48,800.00	\$0.00
0000360	Luminous Ceiling	\$33,450.00	\$0.00	\$0.00	\$0.00	\$0.00	\$33,450.00	\$0.00
0000370	Wood Flooring	\$1,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$1,000.00	\$0.00
0000380	GFRP Columns	\$50,000.00	\$7,000.00	\$0.00	\$0.00	\$7,000.00	\$43,000.00	\$350.00
0000390	Resilient Floors	\$62,500.00	\$0.00	\$0.00	\$0.00	\$0.00	\$62,500.00	\$0.00
0000400	Carpet	\$48,600.00	\$0.00	\$0.00	\$0.00	\$0.00	\$48,600.00	\$0.00
0000410	Painting	\$54,200.00	\$0.00	\$0.00	\$0.00	\$0.00	\$54,200.00	\$0.00
0000420	Wall Covering	\$5,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$5,000.00	\$0.00
0000430	Toilet Partitions	\$6,995.00	\$0.00	\$0.00	\$0.00	\$0.00	\$6,995.00	\$0.00
0000440	Toilet Accessories	\$7,402.00	\$7,402.00	\$0.00	\$0.00	\$7,402.00	\$0.00	\$370.10
0000450	Louvers	\$3,310.00	\$3,310.00	\$0.00	\$0.00	\$3,310.00	\$0.00	\$165.50
0000460	Lockers	\$7,949.00	\$0.00	\$0.00	\$0.00	\$0.00	\$7,949.00	\$0.00
0000470	Mailboxes	\$3,024.00	\$3,024.00	\$0.00	\$0.00	\$3,024.00	\$0.00	\$151.20
0000480	Fire Extinguishers	\$1,761.00	\$1,761.00	\$0.00	\$0.00	\$1,761.00	\$0.00	\$88.05
0000490	Elevator	\$68,620.00	\$4,000.00	\$0.00	\$0.00	\$4,000.00	\$64,620.00	\$200.00
0000500	Plumbing	\$164,600.00	\$64,800.00	\$45,300.00	\$0.00	\$110,100.00	\$54,500.00	\$5,505.00
0000510	Sprinkler	\$99,140.00	\$9,380.00	\$50,292.00	\$0.00	\$59,672.00	\$39,468.00	\$2,983.60
0000520	HVAC	\$673,700.00	\$174,145.00	\$145,639.00	\$0.00	\$319,784.00	\$353,916.00	\$15,989.20
0000530	Electrical	\$499,500.00	\$66,500.00	\$20,000.00	\$20,000.00	\$106,500.00	\$393,000.00	\$5,325.00
0000550	Change Order # 1							
0000560	Substitution for Misc. Steel	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
0000570	Substitution for ACT	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
0000580	Additional Bond	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
0000590	See above for values already included with line	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
0000600	SUBTOTAL	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
0000610	Change Order #2							
0000620	PCO # 1 Asbestos removal greenhouse	\$4,791.19	\$4,791.19	\$0.00	\$0.00	\$4,791.19	\$0.00	\$239.56
0000660	SUBTOTAL	\$4,791.19	\$4,791.19	\$0.00	\$0.00	\$4,791.19	\$0.00	\$239.56
0000680	Change Order #3							
0000690	PCO #16 add plugs and data	\$14,061.73	\$4,000.00	\$0.00	\$0.00	\$4,000.00	\$10,061.73	\$200.00



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CONTINUATION SHEET**AIA DOCUMENT G703**

PAGE 3 OF 3 PAGES

AIA Document G702, APPLICATION AND CERTIFICATE FOR PAYMENT,

containing Contractor's signed Certification, is attached.

In tabulations below, amounts are stated to the nearest dollar.

Use Column I on Contracts where variable retainage for line items may apply.

APPLICATION NO.: 00008

APPLICATION DATE:

PERIOD TO: 09/30/2004

ARCHITECT'S PROJECT NO.: 50 Obery Street, Plymouth

A ITEM NO.	B DESCRIPTION OF WORK	C SCHEDULED VALUE	D WORK COMPLETED		E THIS PERIOD	F MATERIALS PRESENTLY STORED (NOT IN D OR E)	G TOTAL COMPLETED AND STORED TO DATE (D+E+F)	H BALANCE TO FINISH (C - G)	I RETAINAGE (IF VARIABLE) RATE
			FROM PREVIOUS APPLICATION (D + E)						
0000700	SUBTOTAL	\$14,061.73	\$4,000.00	\$0.00	\$0.00	\$0.00	\$4,000.00	\$10,061.73	\$200.00
		\$5,335,122.92	\$2,034,642.65	\$656,947.54		\$29,250.00	\$2,720,840.19	\$2,614,282.73	\$136,042.01



APPLICATION AND CERTIFICATE FOR PAYMENT AIA DOCUMENT G702

PAGE ONE OF PAGES

TO OWNER: PLYMOUTH COUNTY
SOUTH RUSSELL STREET
PLYMOUTH, MA 02361

PROJECT: Plymouth County Land Record Facil APPLICATION NO: 00008

Distribution to:

PERIOD TO: 9/30/2004

☐ OWNER

PROJECT NOS.: 50 Obery Street, P

☐ ARCHITECT☐ CONTRACTOR

VIA ARCHITECT: TBA Architects, Inc.

FROM CONTRACTOR: Travi Construction Corporation
70 Accord Park Drive
Norwell, MA 02061

241 Crescent Street

Waltham, MA 02453

CONTRACT DATE:

CONTRACT FOR:

*Travi hereby certifies that upon receipt of \$663,172.76, Travi in conjunction with the Surety XI, will make all payments to all legitimate subs for all amounts

CONTRACTOR'S APPLICATION FOR PAYMENT

Application is made for payment, as shown below, in connection with the contract. Continuation Sheet, AIA Document G703, is attached.

1. ORIGINAL CONTRACT SUM \$5,100,000.00
2. Net change by Change Orders \$235,122.92
3. CONTRACT SUM TO DATE (Line 1 ± 2) \$5,335,122.92
4. TOTAL COMPLETED & STORED TO DATE \$2,732,719.24
(Column G on G703)

RETAINAGE:

- a. 5,000 % of Completed Work \$135,173.46
(Columns D + E on G703)
- b. 5,000 % of Stored Material \$1,462.50
(Columns F on G703)

Total Retainage (Line 5a + 5b or
Total in Columns I on G703)

\$136,635.96

TOTAL EARNED LESS RETAINAGE

\$2,596,083.28

(Line 4 less Line 5 Total) Money to be escrowed for Ret

\$88,000.00

LESS PREVIOUS CERTIFICATES FOR PAYMENT

\$1,844,910.52

(Line 6 from prior Certificate)

\$663,172.76

CURRENT PAYMENT DUE**BALANCE TO FINISH, INCLUDING RETAINAGE**

(Line 3 less Line 6)

\$2,739,039.64

HANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
total changes approved in previous months by Owner	\$235,122.92	\$0.00
total approved this Month	\$0.00	\$0.00
TOTALS	\$235,122.92	\$0.00
ET CHANGES by Change Order		\$235,122.92



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By: Peter V. Travi Date: 11/3/04State of: Mass.County of: Plymouth

Subscribed and sworn to before

me this 3rd day of November 2004Notary Public: Patricia E. Kelly

My Commission expires:

PATRICIA E. KELLY
NOTARY PUBLIC
COMMONWEALTH OF MASSACHUSETTS
My Commission Expires April 19, 2007

ARCHITECT'S CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on on-site observations and the data comprising this application, the Architect certifies to the Owner that to the best of the Architect's knowledge, information and belief the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

AMOUNT CERTIFIED \$663,172.76

(Attach explanation if amount certified differs from the amount applied for. Initial all figures on this Application and on the Continuation Sheet that are changed to conform to the amount certified.)

ARCHITECT: TBA Architects

By: _____ Date: _____

This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract.

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PERIOD TO: 9/30/2004

ARCHITECT'S PROJECT NO.: 50 Obery Street, Plymouth

A ITEM NO.	B DESCRIPTION OF WORK	C SCHEDULED VALUE	D WORK COMPLETED		F MATERIALS PRESENTLY STORED (NOT IN D OR E)	G		H BALANCE TO FINISH (C - G)	I RETAINAGE (IF VARIABLE) RATE
			FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD		TOTAL COMPLETED AND STORED TO DATE (D+E+F)	% (G÷C)		
0000010	Bonds	\$47,351.00	\$47,351.00	\$0.00	\$0.00	\$47,351.00	100.000	\$0.00	\$2,367.55
0000020	Insurance	\$6,750.00	\$6,750.00	\$0.00	\$0.00	\$6,750.00	100.000	\$0.00	\$337.50
0000030	Mobilization	\$5,000.00	\$5,000.00	\$0.00	\$0.00	\$5,000.00	100.000	\$0.00	\$250.00
0000040	Building Permit	\$5,100.00	\$5,100.00	\$0.00	\$0.00	\$5,100.00	100.000	\$0.00	\$255.00
0000050	CPM Schedule & Submittals	\$8,000.00	\$3,040.00	\$1,040.00	\$0.00	\$4,080.00	51.000	\$3,920.00	\$204.00
0000060	General Conditions	\$429,428.00	\$163,182.64	\$55,825.64	\$0.00	\$219,008.28	51.000	\$210,419.72	\$10,950.39
0000070	Site Subcontractor	\$405,000.00	\$304,205.00	\$37,800.00	\$0.00	\$342,005.00	84.446	\$62,995.00	\$17,100.25
0000080	Paving & Curbs	\$106,756.00	\$0.00	\$58,715.80	\$0.00	\$58,715.80	55.000	\$48,040.20	\$2,935.79
0000090	Pavement Marking	\$1,500.00	\$0.00	\$0.00	\$0.00	\$0.00	0	\$1,500.00	\$0.00
0000100	Site Signs & Bollards	\$9,835.00	\$0.00	\$0.00	\$0.00	\$0.00	0	\$9,835.00	\$0.00
0000110	Landscaping	\$49,800.00	\$0.00	\$0.00	\$0.00	\$0.00	0	\$49,800.00	\$0.00
0000120	Brick Pavers	\$16,708.00	\$0.00	\$0.00	\$0.00	\$0.00	0	\$16,708.00	\$0.00
0000130	Site Concrete	\$16,597.00	\$8,000.00	\$0.00	\$0.00	\$8,000.00	48.201	\$8,597.00	\$400.00
0000140	Concrete - Footings & Walls	\$17,014.00	\$16,673.72	\$340.28	\$0.00	\$17,014.00	100.000	\$0.00	\$850.70
0000150	Concrete - Slabs & Stairs	\$32,583.00	\$28,953.00	\$0.00	\$0.00	\$28,953.00	88.859	\$3,630.00	\$1,447.65
0000160	Forming	\$51,050.00	\$49,518.50	\$1,021.00	\$0.00	\$50,539.50	99.000	\$510.50	\$2,526.98
0000170	Flatwork	\$41,800.00	\$40,546.00	\$0.00	\$0.00	\$40,546.00	97.000	\$1,254.00	\$2,027.30
0000180	Rebar	\$6,440.00	\$6,440.00	\$0.00	\$0.00	\$6,440.00	100.000	\$0.00	\$322.00
0000190	Concrete Accessories	\$21,585.00	\$21,133.70	\$0.00	\$0.00	\$21,133.70	98.000	\$431.30	\$1,056.69
0000200	Masonry	\$257,000.00	\$92,300.00	\$61,600.00	\$0.00	\$153,900.00	59.883	\$103,100.00	\$7,695.00
0000210	Structural Steel	\$321,203.00	\$309,778.94	\$9,818.05	\$0.00	\$319,596.99	99.500	\$1,606.01	\$15,979.85
0000220	Misc. Metals	\$258,000.00	\$242,980.00	\$0.00	\$9,250.00	\$252,230.00	97.764	\$5,770.00	\$12,611.50
0000230	Rough Carpentry	\$69,131.00	\$54,000.00	\$9,600.52	\$0.00	\$63,600.52	92.000	\$5,530.48	\$3,180.03
0000240	Finish Carpentry	\$175,355.00	\$0.00	\$0.00	\$0.00	\$0.00	0	\$175,355.00	\$0.00
0000250	Roofing	\$183,822.00	\$0.00	\$63,270.00	\$0.00	\$63,270.00	34.419	\$120,552.00	\$3,163.50
0000260	Waterproofing	\$107,854.00	\$32,356.20	\$29,689.30	\$0.00	\$62,045.50	57.527	\$45,808.50	\$3,102.28
0000270	Insulation	\$23,700.00	\$4,000.00	\$18,515.00	\$0.00	\$22,515.00	95.000	\$1,185.00	\$1,125.75
0000280	Fireproofing	\$2,500.00	\$0.00	\$0.00	\$0.00	\$0.00	0	\$2,500.00	\$0.00
0000290	Doors, Frames, Hardware	\$112,314.00	\$10,000.00	\$0.00	\$0.00	\$10,000.00	8.904	\$102,314.00	\$500.00
0000300	Coiling Door	\$3,190.00	\$0.00	\$0.00	\$0.00	\$0.00	0	\$3,190.00	\$0.00
0000310	Windows/Storefront	\$152,800.00	\$0.00	\$0.00	\$0.00	\$0.00	0	\$152,800.00	\$0.00
0000320	Glazing	\$39,784.00	\$0.00	\$0.00	\$0.00	\$0.00	0	\$39,784.00	\$0.00
0000330	Skylight	\$30,060.00	\$30,060.00	\$0.00	\$0.00	\$30,060.00	100.000	\$0.00	\$1,503.00
0000340	Drywall & Studs	\$461,729.00	\$203,160.76	\$60,360.00	\$0.00	\$263,520.76	57.073	\$198,208.24	\$13,176.04



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			FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD				
0000350	Acoustic Ceiling	\$48,800.00	\$0.00	\$0.00	\$0.00	\$0.00	\$48,800.00	\$0.00
0000360	Luminous Ceiling	\$33,450.00	\$0.00	\$0.00	\$0.00	\$0.00	\$33,450.00	\$0.00
0000370	Wood Flooring	\$1,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$1,000.00	\$0.00
0000380	GFRP Columns	\$50,000.00	\$7,000.00	\$0.00	\$0.00	\$7,000.00	\$43,000.00	\$350.00
0000390	Resilient Floors	\$62,500.00	\$0.00	\$0.00	\$0.00	\$0.00	\$62,500.00	\$0.00
0000400	Carpet	\$48,600.00	\$0.00	\$0.00	\$0.00	\$0.00	\$48,600.00	\$0.00
0000410	Painting	\$54,200.00	\$0.00	\$0.00	\$0.00	\$0.00	\$54,200.00	\$0.00
0000420	Wall Covering	\$5,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$5,000.00	\$0.00
0000430	Toilet Partitions	\$6,995.00	\$0.00	\$0.00	\$0.00	\$0.00	\$6,995.00	\$0.00
0000440	Toilet Accessories	\$7,402.00	\$7,402.00	\$0.00	\$0.00	\$7,402.00	\$0.00	\$0.00
0000450	Louvers	\$3,310.00	\$3,310.00	\$0.00	\$0.00	\$3,310.00	\$0.00	\$165.50
0000460	Lockers	\$7,949.00	\$0.00	\$0.00	\$0.00	\$0.00	\$7,949.00	\$0.00
0000470	Mailboxes	\$3,024.00	\$3,024.00	\$0.00	\$0.00	\$3,024.00	\$0.00	\$151.20
0000480	Fire Extinguishers	\$1,761.00	\$1,761.00	\$0.00	\$0.00	\$1,761.00	\$0.00	\$88.05
0000490	Elevator	\$68,620.00	\$4,000.00	\$0.00	\$0.00	\$4,000.00	\$64,620.00	\$200.00
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0000560	Substitution for Misc. Steel	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
0000570	Substitution for ACT	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
0000580	Additional Bond	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
0000590	See above for values already included with line	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
0000600	SUBTOTAL		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
0000610	Change Order #2							
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0000660	SUBTOTAL	\$4,791.19	\$4,791.19	\$0.00	\$0.00	\$4,791.19	\$0.00	\$239.56
0000680	Change Order #3							
0000690	PCO #16 add plugs and data	\$14,061.73	\$4,000.00	\$0.00	\$0.00	\$4,000.00	\$10,061.73	\$200.00



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PAGE 3 OF 3 PAGES

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			FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD		TOTAL COMPLETED AND STORED TO DATE (D+E+F)	% (G ÷ C)		
0000700	SUBTOTAL	\$14,061.73	\$4,000.00	\$0.00	\$0.00	\$4,000.00	28.44%	\$10,061.73	
		\$5,335,122.92	\$2,034,642.65	\$668,826.59	\$29,250.00	\$2,732,719.24	51.22%	\$2,602,403.68	
									\$136,635.96



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Contact The American Institute of Architects

**TAB G TO
THE COMPLAINT**

Travi Construction Corporation

General Contractors

70 Accord Park Drive
Norwell, Massachusetts 02061
Telephone (781) 871-5160
Fax (781) 871-5938

October 26, 2004

Via Fax/US Mail

Mr. Ron Polisen
Owner's Representative
150 Braemoor Road
Brockton, MA 02301

RE: Principal: Travi Construction Corporation
Project: Plymouth County Registry of Deeds
Obligee: Plymouth County Registry of Deeds
Surety: XL Surety

Dear Ron:

This is to advise you that the Principal, Travi Construction Corporation hereby irrevocably requests that any and all payments due or to become due of any kind or nature on account of the above described Contract and Project be made payable jointly to the Principal and XL Surety, which is the Surety on the Performance Bond and the Labor and Material Payment Bond for the above Project. All such joint check payments should be forwarded directly to:

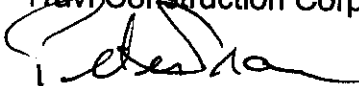
Surety: XL Surety
Attention: Donald Bieda

2 Logan Square, Suite 2001
Philadelphia, PA 19103

Please be advised that the Surety agrees to this arrangement. Furthermore, there will be no modification or change in these instructions without the written authorization and express consent of the Surety.

Sincerely,

Travi Construction Corporation By



Peter V. Travi, President

/pek

cc: Surety